street, the courts are not agreed. 6 MICH. L. REV. 84. But the weight of authority certainly is that when the street railway does not unduly interfere with the abutter's right of access, or exclude other means of travel, it is not an additional burden. *Elliot* v. *Fair Haven & W. R. Co.*, 32 Conn. 579; *Howe* v. *West End St. Ry. Co.*, 167 Mass. 46, 44 N. E. 386; *Finch* v. *Riverside & A. R. Co.*, 87 Cal. 597, 25 Pac. 765, 66 L. R. A. 109. Assuming that the street railway company has a property interest in the street other than the right to avail itself of the public easement, it is interesting to inquire whether a statute such as that referred to in the principal case is broad enough to justify the city in assessing such railway company. The fundamental rule of construction is that statutes delegating authority to make local assessments, being in derogation of the right of property, should be strictly construed against the exercise of the power. *Potts* v. *Cooley*, 51 Wis. 358. That such a statute would be broad enough may be inferred from such cases as: *In re North Beach & M. R. Co.*, 32 Cal. 499; and *State* v. *City of Passaic*, 54 N. J. Law 340. Where special assessments are authorized against land benefited by the improvements, the question sometimes arises, what is a "benefit"? As to this it has been held that it must be some advantage accruing from the construction of the work and immediately enhancing the value of the land; that the probability that the city some time in the future may construct a sewer to connect with the present sewer, which will benefit the land in question, is too remote to be called a benefit. *State etc.* v. *City of Elizabeth*, 37 N. J. Law 330.

MUNICIPAL CORPORATIONS — SEWER CONSTRUCTION — CHANGE OF PLANS. — The city council passed an ordinance for the construction of a sewer in a certain district, locating the line on which it was to be constructed, and providing that it should be built in acordance with certain specifications. The statute provided that contracts for street improvements should be let to the lowest and best bidder. Defendant was the only bidder, and was awarded the contract. Work was begun, and after defendant had reached a certain point on a street along which the line of sewer was to be laid, he encountered certain obstructions that could be surmounted only by much blasting, which would cause great expense and danger. Council then passed an ordinance changing the line of the sewer from the street to an alley where there were no obstructions. New bids for the work along the changed line were not asked for, defendant being allowed to finish the job. Defendant later presented certain tax bills against the property of appellant, who attacked the validity of the bills on the grounds that the improvement was not let to competitive bidding, and that the sewer as completed does not conform to the ordinance and specifications on which the bid was made. *Held*, that where the thing which the city officials allow to be changed was not and could not be known at the time of the letting of the contract, they should be allowed to exercise their judgment in dealing with a subject that develops unknown predicaments; and that the change here not being such a material one as to have defeated the right of the property owners to have competitive

bidding, they are bound to pay the tax bills. *Myers et al.* v. *Wood et al.*, (Mo. 1913), 158 S. W. 909.

The general rule that failure to advertise for bids, where such a proceeding is required by statute, will defeat an assessment to pay for the improvement is well settled. *Matter of Rosenbaum,* 119 N. Y. 24, 23 N. E. 172; *Tift* v. *Buffalo,* 164 N. Y. 605, 58 N. E. 1093. See also *Kneeland* v. *Furlong,* 20 Wis. 460. In *Trundy* v. *Van Nort,* 65 Barb. 331, where the facts were very similar to those of the principal case, it was held irregular to award a contract, which had been made upon proposals, to do the work in a different way from that which was contemplated when the notice was published for receiving such proposals, and that no assessment made under it would be valid. Even in the principal case it is recognized that changes which are "material" can not be made without a readvertisement, citing *City of Maryville ex rel. Bank* v. *Lippman,* 151 Mo. App. 447, 132 S. W. 47. In showing a willingness to draw distinctions between changes that are "material" and those that are not, the court, it would seem, is assuming a great burden—one, it might well be contended, that the legislature did not wish it to assume. It results, for example, in deciding that the change of the size of brick is material (*City of Maryville* v. *Lippman,* supra), but that the change from a route where construction is difficult to an alley where it is easy, is not material. As was well said in a Wisconsin case, "it is indispensable that bidders shall start on a common ground and bid for the production or accomplishment of the same identical result." *Bridge Co.* v. *Durand,* 122 Wis. 85, 106 Am. St. Rep. 931.

PARENT AND CHILD—PARENT'S LIABILITY FOR TORT OF CHILD.—Plaintiff was negligently injured while upon the highway by an automobile which defendant kept for the general use of his family and which at the time of the accident his daughter, who was alone, was using for her own pleasure. *Held,* the father was liable for the tort of his child. *Burch* v. *Abercrombie* (Wash. 1913), 133 Pac. 1020.

The decision in the principal case is placed squarely upon the ground that, as the child was carrying out the general purpose for which the machine was purchased and kept, the rule of respondeat superior applied. The case of *Doran* v. *Thomsen,* 76 N. J. L. 754, 19 L. R. A. N. S. 335, 131 Am. St. Rep. 677, 71 Atl. 296, 7 MICH. L. REV. 526, on parallel facts refused a recovery. It is believed that the only decision placed upon the same ground as that in the principal case is *Daily* v. *Maxwell,* 152 Mo. App. 415; 133 S. W. 351, and cited in the note in 41 L. R. A. N. S. 775. This doctrine appears never to have been recognized outside of automobile cases. In *Palm* v. *Ivorson,* 117 Ill. App. 535, the defendant furnished a shot-gun for the use of his son, who was competent to handle guns, but who, while on a hunting trip, shot the plaintiff's son; a recovery was denied. And in *Maddox* v. *Brown,* 71 Me. 432, 36 Am. Rep. 336, defendant, who allowed his son to use his horse and carriage without restriction and for his own pleasure, was held not liable for injuries to the plaintiff caused by the negligence of the son in using the same. In accord with these latter case are *Hagerty* v. *Powers,* 66 Cal. 368, 5 Pac.